

**Minnesota Department of Health
Grant Project Agreement Amendment # 1 (Money)**

Purchase Order #: 3000011807	+Current Amendment Amount: \$7,880.00
Grant Agreement Start Date: 12/1/12	+Original Grant Agreement: \$267,380.00
Original Grant Agreement Expiration Date: 3/30/15	+Previous Amendment(s) Total: \$0.00
Revised Grant Agreement Expiration Date: 3/30/15	=New Total Grant Agreement Amount: \$275,260.00

This GRANT PROJECT AGREEMENT AMENDMENT is by and between the State of Minnesota, through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and City of Bloomington Division of Health (hereinafter "GRANTEE").

Recitals

1. The STATE has a grant project agreement with the GRANTEE identified as 56678 ("Original Grant Project Agreement") to provide local public health departments support in the provision of evidence-based home visiting services to improve the health and development outcomes for children and families in selected at-risk communities.
2. The STATE is in need of ongoing support in identifying sites for training and recruiting families to participate in the Growing Great Kids (GGK) Curriculum training beyond the original projected end date for such activities.
3. The STATE and the GRANTEE are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

In this Amendment deleted grant project agreement terms will be struck out and the added grant project agreement terms will be underlined.

REVISION 1. Clause II GRANTEE'S DUTIES is amended as follows:

II. GRANTEE'S DUTIES. GRANTEE shall:

- A. The GRANTEE shall complete all of the duties set forth in Exhibit A which is attached and incorporated into this agreement. Exhibit A is the GRANTEE'S Minnesota Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Work Plan and Timeline for the period December 1, 2012 or the date the project agreement is fully executed through March 31, 2014. The work plan details the requirements of the MIECHV Program and describes the at-risk community to be served, the evidence-based home visiting model to be implemented, and other aspects of the GRANTEE'S work plan for this project agreement. Any changes to an approved work plan requires prior written approval from the STATE'S Authorized Representative and when approved will become a part of this project agreement. An amendment will be required if a requested change alters the fundamental objectives of the work plan. The GRANTEE will be required to submit a work plan for the last 12 months of this project agreement according to the following schedule and when approved by the STATE'S Authorized Representative this work plan will become part of this project agreement.

Work Plan Period

April 1, 2014 – March 30, 2015

Submission Due Date

March 1, 2014

- B. During the period April 1, 2013 to March 30, ~~2014~~ 2015, the GRANTEE shall also partner with the STATE to host up to ~~four~~ (4) eight (8) Growing Great Kids (GGK) trainings. GRANTEE duties shall include:
1. Working with the STATE to determine the dates for each training;
 2. Identifying potential training facilities, selecting the facilities, in consultation with the STATE, based on availability and starting with the least costly alternative, and securing the facilities for the trainings;
 3. Recruiting families to participate in the trainings according to host agency duties described in the GGK Curriculum Training Parent Participation Partnership Guidelines;
 4. ~~Paying each family with a \$50 gift card for each training that they participate in; Provide gift cards in an amount not to exceed \$50 for volunteer families and substitutes participating in the training;~~
 5. Completing and submitting to the STATE within one month of the training the GGK Parent Participation Tracking and Gift Card Reconciliation Sheet for each family that participates; and
 6. Submitting to the STATE within one month of the training an invoice that covers staff time, facility/room/AV equipment rental fees and family gift cards. The invoice shall not exceed one thousand nine hundred seventy dollars (\$1,970) per training.
- C. The STATE shall, during the course of this project agreement, evaluate the GRANTEE'S progress toward reaching the at-risk community, implementing the evidence-based home visiting program with fidelity to the model, and implementing the work plans or revised work plans approved by the STATE and compliance with any special conditions. The STATE reserves the right to request additional information from the GRANTEE to carry out its evaluation.
- D. If the GRANTEE decides to fulfill any of its obligations and duties under this project agreement through a subcontractor to be paid for by funds received under this project agreement, the GRANTEE shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received approval from the STATE'S Authorized Representative.
- E. In the event of dispute in the interpretation of the GRANTEE'S duties, reference shall be made to the GRANTEE'S work plan or revised work plan as approved by the STATE's Authorized Representative, to resolve any dispute.
- F. Reporting Requirements: The GRANTEE agrees to provide the STATE with status reports at the end of each year of the project agreement. Status reports shall follow the format specified by the STATE'S Authorized Representative and according to the following schedule.

Annual Reporting Period

Submission Due Date

December 1, 2012 – March 31, 2013

April 30, 2013

April 1, 2013 – March 31, 2014

April 30, 2014

April 1, 2014 – March 30, 2015

April 30, 2015

REVISION 2. Clause III CONSIDERATION AND TERMS OF PAYMENT is amended as follows:

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by GRANTEE pursuant to this project agreement shall be paid by the STATE as follows:

1. Compensation. The total obligation of the STATE for all compensation and reimbursement to the GRANTEE shall not exceed twenty-six thousand five hundred dollars (\$26,500) for the time period 12/1/12 through 03/31/13; shall not exceed one hundred twenty-four thousand three hundred eighty dollars (\$124,380) for the time period 04/01/13 through 03/31/14 and shall not exceed ~~one hundred sixteen thousand five hundred dollars (\$116,500)~~ one hundred twenty-four thousand three hundred eighty dollars (\$124,380) for the time period 04/01/14 to 03/30/15. Funds unexpended from a previous year of the grant are not available in the subsequent year of the grant. The State's total obligation for the grant period shall not exceed ~~two hundred sixty-seven thousand three hundred and eighty dollars (\$267,380)~~ two hundred seventy-five thousand two hundred and sixty dollars (\$275,260).

B. Terms of Payment The STATE shall make payment as follows:

1. All financial transactions will be on a reimbursement basis only.
2. Payments shall be made by the STATE promptly after the GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S Authorized Representative pursuant to Clause V, except that the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified below.
3. Payments shall be made in accordance with the breakdown of costs set forth in Exhibit B which is attached and incorporated into this project agreement. Exhibit B is the GRANTEE'S Detailed Budget for the period December 1, 2012 or the date the project agreement is fully executed through March 31, 2013. Any changes to a detailed budget requires prior written approval from the STATE'S Authorized Representative and when approved will become a part of this project agreement. The GRANTEE will be required to submit a detailed budget for each subsequent year of this project agreement according to the following schedule and when approved by the STATE'S Authorized Representative these detailed budgets will become part of this project agreement.

Detailed Budget Period

April 1, 2013 – March 31, 2014

April 1, 2014 – March 30, 2015

Submission Due Date

March 1, 2013

March 1, 2014

4. Invoices shall be submitted at the end of each quarter of the project agreement to ~~Junie Svenson, Family Home Visiting Planner, P.O. Box 64882, St. Paul, Minnesota 55164-0882,~~

~~junie.svenson@state.mn.us, 651-201-3759~~ Genie Potosky at Health.FHVGrants@state.mn.us, 651-201-5025, or her successor, in a form prescribed by the STATE and according to the following schedule:

<u>Quarterly Invoice Reporting Period</u>	<u>Submission Due Date</u>
December 1, 2012 – December 31, 2012	January 31, 2013
January 1, 2013 – March 31, 2013	April 30, 2013
April 1, 2013 – June 30, 2013	July 31, 2013
July 1, 2013 – September 30, 2013	October 31, 2013
October 1, 2013 – December 31, 2013	January 31, 2014
January 1, 2014 – March 31, 2014	April 30, 2014
April 1, 2014 – June 30, 2014	July 31, 2014
July 1, 2014 – September 30, 2014	October 31, 2014
October 1, 2014 – December 31, 2014	January 31, 2015
January 1, 2015 – March 30, 2015	April 30, 2015

5. Federal Funds. Payments under this agreement will be made from federal funds obtained by the STATE through Department of Health and Human Services, Maternal and Child Health Bureau, CFDA number 93.505, Social Security Act, Title V, Section 511 (42 U.S.C. 701)], as amended by Section 2951 of the Patient Protection and Affordable Care Act of 2010 (ACA) (P.L. 111-148), including public law and all amendments. The Notice of Grant Award (NGA) number is D89MC23539. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the GRANTEE'S failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, the GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Except as amended herein, the terms and conditions of the Original Grant Agreement and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this grant project agreement amendment to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Its Mayor

Date: _____

By: _____

Title: Its City Manager

Date: _____

Reviewed and approved by the City Attorney:

Distribution:

Agency – Original (fully executed) Grant Project Agreement Amendment
Grantee
State Authorized Representative

2. STATE AGENCY

Project Agreement amendment approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____
(with delegated authority)

Title: _____

Date: _____